

**Fill in this information to identify the case:**

United States Bankruptcy Court for the:

EASTERN District of New York  
(State)

Case number (if known): Chapter 11

☐ Check if this is an amended filing

2024 SEP -5 A 9:32

Official Form 201

**Voluntary Petition for Non-Individuals Filing for Bankruptcy**

06/24

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name FRALEG KUSCIUSZKO CORP

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business* as names

3. Debtor's federal Employer Identification Number (EIN) 8 7 - 3 1 1 8 8 0 9

4. Debtor's address

Principal place of business

45 Main Street Suite 518

Number Street

Brooklyn NY 11201

City State ZIP Code

Kings

County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. Debtor's website (URL)

Debtor FRALEG KUSCIUSZKO CORP  
Name

Case number (if known) \_\_\_\_\_

**6. Type of debtor**

- ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))  
☐ Partnership (excluding LLP)  
☐ Other. Specify: \_\_\_\_\_

**7. Describe debtor's business****A. Check one:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))  
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))  
☐ Railroad (as defined in 11 U.S.C. § 101(44))  
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))  
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))  
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))  
☒ None of the above

**B. Check all that apply:**

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)  
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)  
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

**C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.**

5 3 1 3

**8. Under which chapter of the Bankruptcy Code is the debtor filing?****Check one:**

- ☐ Chapter 7  
☐ Chapter 9

☒ Chapter 11. **Check all that apply:**

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).  
☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).  
☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.  
☐ A plan is being filed with this petition.  
☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).  
☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.  
☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**☒ No☐ Yes.District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_  
MM / DD / YYYY

If more than 2 cases, attach a separate list.

District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_  
MM / DD / YYYY

Debtor **FRALEEG KUSKIU SZKO CORP**  
Name \_\_\_\_\_

Case number (if known) \_\_\_\_\_

**10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?**

List all cases. If more than 1, attach a separate list.

☒ No☐ Yes. Debtor \_\_\_\_\_ Relationship \_\_\_\_\_  
District \_\_\_\_\_ When \_\_\_\_\_  
Case number, if known \_\_\_\_\_  
MM / DD / YYYY**11. Why is the case filed in this district?**

Check all that apply:

- ☒
- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- 
- ☐
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**☒ No☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention?** (Check all that apply.)

- ☐
- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
- 
- What is the hazard? \_\_\_\_\_
- 
- ☐
- It needs to be physically secured or protected from the weather.
- 
- ☐
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- 
- ☐
- Other \_\_\_\_\_

**Where is the property?**Number \_\_\_\_\_ Street \_\_\_\_\_  
City \_\_\_\_\_ State ZIP Code \_\_\_\_\_**Is the property insured?**☐ No  
☒ Yes. Insurance agency \_\_\_\_\_  
Contact name \_\_\_\_\_  
Phone \_\_\_\_\_**Statistical and administrative information****13. Debtor's estimation of available funds**

Check one:

- ☐
- Funds will be available for distribution to unsecured creditors.
- 
- ☐
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

**14. Estimated number of creditors**

- ☒
- 1-49
- 
- ☐
- 50-99
- 
- ☐
- 100-199
- 
- ☐
- 200-999
- 
- ☐
- 1,000-5,000
- 
- ☐
- 5,001-10,000
- 
- ☐
- 10,001-25,000
- 
- ☐
- 25,001-50,000
- 
- ☐
- 50,001-100,000
- 
- ☐
- More than 100,000

Debtor FRALEG KUSCIUSZKO CORP  
Name

Case number (if known) \_\_\_\_\_

**15. Estimated assets**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000          | <input checked="" type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion     |
| <input type="checkbox"/> \$50,001-\$100,000    | <input type="checkbox"/> \$10,000,001-\$50 million           | <input type="checkbox"/> \$1,000,000,001-\$10 billion  |
| <input type="checkbox"/> \$100,001-\$500,000   | <input type="checkbox"/> \$50,000,001-\$100 million          | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million         | <input type="checkbox"/> More than \$50 billion        |

**16. Estimated liabilities**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000          | <input type="checkbox"/> \$1,000,001-\$10 million    | <input type="checkbox"/> \$500,000,001-\$1 billion               |
| <input type="checkbox"/> \$50,001-\$100,000    | <input type="checkbox"/> \$10,000,001-\$50 million   | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000   | <input type="checkbox"/> \$50,000,001-\$100 million  | <input type="checkbox"/> \$10,000,000,001-\$50 billion           |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion                  |

**Request for Relief, Declaration, and Signatures**

**WARNING --** Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of authorized representative of debtor**

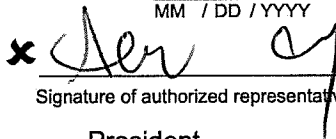
The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 09/05/2024  
MM / DD / YYYY

x   
Signature of authorized representative of debtor  
Title President

Andy Alege

Printed name

**18. Signature of attorney**

x \_\_\_\_\_  
Signature of attorney for debtor

Date \_\_\_\_\_  
MM / DD / YYYY

Printed name

Firm name

Number Street

City

State

ZIP Code

Contact phone

Email address

Bar number

State

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK  
www.nyeb.uscourts.gov**

**STATEMENT PURSUANT TO LOCAL  
BANKRUPTCY RULE 1073-2(b)**

**DEBTOR(S):** F R A L E G K O S C I U S Z K O C O R P

**CASE NO.:** \_\_\_\_\_

Pursuant to Local Bankruptcy Rule 1073-2(b), the debtor (or any other petitioner) hereby makes the following disclosure concerning Related Cases, to the petitioner's best knowledge, information and belief:

[NOTE: Cases shall be deemed "Related Cases" for purposes of E.D.N.Y. LBR 1073-1 and E.D.N.Y. LBR 1073-2 if the earlier case was pending at any time within eight years before the filing of the new petition, and the debtors in such cases: (i) are the same; (ii) are spouses or ex-spouses; (iii) are affiliates, as defined in 11 U.S.C. § 101(2); (iv) are general partners in the same partnership; (v) are a partnership and one or more of its general partners; (vi) are partnerships which share one or more common general partners; or (vii) have, or within 180 days of the commencement of either of the Related Cases had, an interest in property that was or is included in the property of another estate under 11 U.S.C. § 541(a).]

**Ⓖ NO RELATED CASE IS PENDING OR HAS BEEN PENDING AT ANY TIME.**

**G THE FOLLOWING RELATED CASE(S) IS PENDING OR HAS BEEN PENDING:**

1. CASE NO.: \_\_\_\_\_ JUDGE: \_\_\_\_\_ DISTRICT/DIVISION: \_\_\_\_\_

CASE STILL PENDING: (YES/NO): \_\_\_\_\_ [If closed] Date of closing: \_\_\_\_\_

CURRENT STATUS OF RELATED CASE: \_\_\_\_\_  
(Discharged/awaiting discharge, confirmed, dismissed, etc.)

MANNER IN WHICH CASES ARE RELATED (Refer to NOTE above): \_\_\_\_\_

REAL PROPERTY LISTED IN DEBTOR'S SCHEDULE "A" ("REAL PROPERTY") WHICH WAS ALSO LISTED IN SCHEDULE "A" OF RELATED CASES: \_\_\_\_\_  
\_\_\_\_\_

2. CASE NO.: \_\_\_\_\_ JUDGE: \_\_\_\_\_ DISTRICT/DIVISION: \_\_\_\_\_

CASE STILL PENDING: (YES/NO): \_\_\_\_\_ [If closed] Date of closing: \_\_\_\_\_

CURRENT STATUS OF RELATED CASE: \_\_\_\_\_  
(Discharged/awaiting discharge, confirmed, dismissed, etc.)

MANNER IN WHICH CASES ARE RELATED (Refer to NOTE above): \_\_\_\_\_

REAL PROPERTY LISTED IN DEBTOR'S SCHEDULE "A" ("REAL PROPERTY") WHICH WAS ALSO LISTED IN SCHEDULE "A" OF RELATED CASES: \_\_\_\_\_  
\_\_\_\_\_

[OVER]

**DISCLOSURE OF RELATED CASES (cont'd)**

3. CASE NO.: \_\_\_\_\_ JUDGE: \_\_\_\_\_ DISTRICT/DIVISION: \_\_\_\_\_

CASE STILL PENDING: (YES/NO): \_\_\_\_\_ [If closed] Date of closing: \_\_\_\_\_

CURRENT STATUS OF RELATED CASE: \_\_\_\_\_  
(Discharged/awaiting discharge, confirmed, dismissed, etc.)

MANNER IN WHICH CASES ARE RELATED (Refer to NOTE above): \_\_\_\_\_

REAL PROPERTY LISTED IN DEBTOR'S SCHEDULE "A" ('REAL PROPERTY') WHICH WAS ALSO LISTED IN  
SCHEDULE "A" OF RELATED CASES: \_\_\_\_\_  
\_\_\_\_\_

**NOTE:** Pursuant to 11 U.S.C. § 109(g), certain individuals who have had prior cases dismissed within the preceding 180 days may not be eligible to be debtors. Such an individual will be required to file a statement in support of his/her eligibility to file.

**TO BE COMPLETED BY DEBTOR/PETITIONER'S ATTORNEY, AS APPLICABLE:**

I am admitted to practice in the Eastern District of New York (Y/N): Y

**CERTIFICATION (to be signed by pro-se debtor/petitioner or debtor/petitioner's attorney, as applicable):**

I certify under penalty of perjury that the within bankruptcy case is not related to any case now pending or pending at any time, except as indicated elsewhere on this form.

  
\_\_\_\_\_  
Signature of Pro-se Debtor/Petitioner

45 Main Street Suite 518

\_\_\_\_\_  
Mailing Address of Debtor/Petitioner

Brooklyn New York 11201

\_\_\_\_\_  
City, State, Zip Code

fralegkosciuskocorp@gmail.com

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Area Code and Telephone Number

Failure to fully and truthfully provide all information required by the E.D.N.Y. LBR 1073-2 Statement may subject the debtor or any other petitioner and their attorney to appropriate sanctions, including without limitation conversion, the appointment of a trustee or the dismissal of the case with prejudice.

**NOTE:** Any change in address must be reported to the Court immediately IN WRITING. Dismissal of your petition may otherwise result.

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

Chapter 11

☐ \_\_\_\_\_ X

Case No: \_\_\_\_\_

IN RE: FRALEG KOSCIUSZKO CORP

Debtor

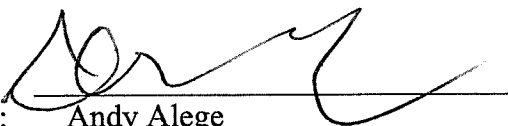
☐ \_\_\_\_\_ X

**VERIFICATION OF CREDITOR MATRIX / LIST OF CREDITORS**

The undersigned Debtor hereby verifies that the Creditor Matrix/List of Creditors herein submitted herein is true and correct to the best of his or her knowledge.

Dated: September 5,, 2024

Fraleg Kosciuszko Corp (Debtor)

By:   
Title: President

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

Chapter 11

☐ \_\_\_\_\_ X

Case No: \_\_\_\_\_

IN RE: FRALEG KOSCIUSZKO CORP

Debtor

☐ \_\_\_\_\_ X

**LIST OF CREDITORS**

1. GITSIT SOLUTIONS, LLC  
333 South Anita Drive Suite 400  
Orange, CA. 92868

2: RAINEER FAMILY GROUP, LLC  
82 Bowery  
New York NY 10013



## CREDITOR MATRIX

1. GITSIT SOLUTIONS, LLC  
333 South Anita Dr. Suite 400  
Orange CA, 92868
2. RAINER FAMILY GROUP, LLC  
82 Bowery  
New York. 10013

**Fill in this information to identify the case and this filing:**

Debtor Name FRALEG KUSCIUSZKO CORP

United States Bankruptcy Court for the: Eastern District of New York  
(State)

Case number (if known): \_\_\_\_\_

**Official Form 202****Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

**WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**

**Declaration and signature**

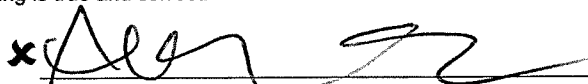
I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☒ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☒ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☒ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☒ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☒ *Schedule H: Codebtors* (Official Form 206H)
- ☒ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended Schedule \_\_\_\_\_
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☐ Other document that requires a declaration \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 09/05/2024  
MM / DD / YYYY

x   
Signature of individual signing on behalf of debtor

Andy Alege

Printed name

President

Position or relationship to debtor

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

Chapter 11

☐ \_\_\_\_\_ X

Case No: \_\_\_\_\_

IN RE: FRALEG KOSCIUSZKO CORP

Debtor

☐ \_\_\_\_\_ X

**CORPORATE DISCLOSURE STATEMENT  
PURSUANT TO E.D.N.Y LBR 1073-3**

2024 SEP -5 A 9:34  
U.S. BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

I, Ronald Fraser, under penalty of perjury state as follows:

1. I am the President of the Debtor in the above captioned matter.
2. There are no corporate entities that own, directly or indirectly, 10% or more of any class of the Debtor's equity interests.
3. I declare under penalty of perjury that I have read the foregoing statements and that they are true and accurate to the best of my knowledge, information and belief.

Dated: September 5, 2024

  
\_\_\_\_\_  
Andy Alege  
President  
FRALEG KOSCIUSZKO CORP (Debtor)

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

Chapter 11

☐ \_\_\_\_\_ X

Case No: \_\_\_\_\_

IN RE: FRALEG KOSCIUSZKO CORP

Debtor

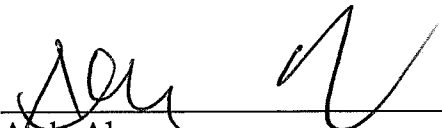
☐ \_\_\_\_\_ X

**CORPORATE OWNERSHIP STATEMENT PURSUANT TO  
FEDERAL BANKRUPTCY RULES 1007 (a)(1)**

I, Ronald Fraser, under penalty of perjury state as follows:

1. I am the President of the Debtor in the above captioned matter.
2. There are no corporate entities that own directly or indirectly, 10% or more of any class of the Debtor's equity interests.
3. I declare under penalty of perjury that I have read the foregoing statements and that they are true and accurate to the best of my knowledge, information and belief.

Dated: September 5, 2024

  
\_\_\_\_\_  
Andy Alege  
President

2024 SEP -5 A 9:34  
NEW YORK  
UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK



**Fill in this information to identify the case:**Debtor name FRALEG KUSCIUSZKO CORPUnited States Bankruptcy Court for the: Eastern District of New York  
(State)

Case number (If known): \_\_\_\_\_

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	NONE	NONE	NONE	NONE			
2	NONE	NONE	NONE	NONE			
3	NONE	NONE	NONE	NONE			
4							
5							
6							
7							
8							

Debtor

**FRALEG KUSCIUSZKO CORP**

Name

Case number (if known)

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

## FAALEG KUSCIUSZKO CORP

Fill in this information to identify the case:

Debtor name FAALEG KUSCIUSZKO CORPUnited States Bankruptcy Court for the: Eastern District of New York  
(State)

Case number (if known): \_\_\_\_\_

☐ Check if this is an amended filing

## Official Form 206A/B

**Schedule A/B: Assets — Real and Personal Property**

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

**Part 1: Cash and cash equivalents**

## 1. Does the debtor have any cash or cash equivalents?

- ☐ No. Go to Part 2.  
☐ Yes. Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor

Current value of debtor's interest

## 2. Cash on hand

\$ \_\_\_\_\_

## 3. Checking, savings, money market, or financial brokerage accounts (Identify all)

Name of institution (bank or brokerage firm)	Type of account	Last 4 digits of account number	
3.1. _____	_____	_____	\$ _____
3.2. _____	_____	_____	\$ _____

## 4. Other cash equivalents (Identify all)

4.1. _____	\$ _____
4.2. _____	\$ _____

## 5. Total of Part 1

\$ \_\_\_\_\_

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

**Part 2: Deposits and prepayments**

## 6. Does the debtor have any deposits or prepayments?

- ☐ No. Go to Part 3.  
☐ Yes. Fill in the information below.

Current value of debtor's interest

## 7. Deposits, including security deposits and utility deposits

Description, including name of holder of deposit

7.1. _____	\$ _____
7.2. _____	\$ _____





Debtor

FRALEG KUSCIUSZKO CORP

Name

Case number (if known)

**Part 5: Inventory, excluding agriculture assets****18. Does the debtor own any inventory (excluding agriculture assets)?**

- ☒ No. Go to Part 6.
- ☐ Yes. Fill in the information below.

General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19. Raw materials	_____ MM / DD / YYYY	\$ _____	_____	\$ _____
20. Work in progress	_____ MM / DD / YYYY	\$ _____	_____	\$ _____
21. Finished goods, including goods held for resale	_____ MM / DD / YYYY	\$ _____	_____	\$ _____
22. Other inventory or supplies	_____ MM / DD / YYYY	\$ _____	_____	\$ _____

**23. Total of Part 5**

Add lines 19 through 22. Copy the total to line 84.

\$ \_\_\_\_\_

**24. Is any of the property listed in Part 5 perishable?**

- ☐ No
- ☐ Yes

**25. Has any of the property listed in Part 5 been purchased within 20 days before the bankruptcy was filed?**

- ☐ No
- ☐ Yes. Book value \_\_\_\_\_ Valuation method \_\_\_\_\_ Current value \_\_\_\_\_

**26. Has any of the property listed in Part 5 been appraised by a professional within the last year?**

- ☐ No
- ☐ Yes

**Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)****27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?**

- ☒ No. Go to Part 7.
- ☐ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
28. Crops—either planted or harvested	\$ _____	_____	\$ _____
29. Farm animals <i>Examples:</i> Livestock, poultry, farm-raised fish	\$ _____	_____	\$ _____
30. Farm machinery and equipment (Other than titled motor vehicles)	\$ _____	_____	\$ _____
31. Farm and fishing supplies, chemicals, and feed	\$ _____	_____	\$ _____
32. Other farming and fishing-related property not already listed in Part 6	\$ _____	_____	\$ _____

Debtor

FALEG KUSCIUSZKO CORP

Name

Case number (if known) \_\_\_\_\_

**33. Total of Part 6.**

Add lines 28 through 32. Copy the total to line 85.

\$ \_\_\_\_\_

**34. Is the debtor a member of an agricultural cooperative?**

- ☐ No
- ☐ Yes. Is any of the debtor's property stored at the cooperative?
- ☐ No
- ☐ Yes

**35. Has any of the property listed in Part 6 been purchased within 20 days before the bankruptcy was filed?**

- ☐ No
- ☐ Yes. Book value \$ \_\_\_\_\_ Valuation method \_\_\_\_\_ Current value \$ \_\_\_\_\_

**36. Is a depreciation schedule available for any of the property listed in Part 6?**

- ☐ No
- ☐ Yes

**37. Has any of the property listed in Part 6 been appraised by a professional within the last year?**

- ☐ No
- ☐ Yes

**Part 7: Office furniture, fixtures, and equipment; and collectibles****38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?**

- ☒ No. Go to Part 8.
- ☐ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
<b>39. Office furniture</b>			
_____	\$ _____	_____	\$ _____
<b>40. Office fixtures</b>			
_____	\$ _____	_____	\$ _____
<b>41. Office equipment, including all computer equipment and communication systems equipment and software</b>			
_____	\$ _____	_____	\$ _____
<b>42. Collectibles</b> <i>Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles</i>			
42.1 _____	\$ _____	_____	\$ _____
42.2 _____	\$ _____	_____	\$ _____
42.3 _____	\$ _____	_____	\$ _____

**43. Total of Part 7.**

Add lines 39 through 42. Copy the total to line 86.

\$ \_\_\_\_\_

**44. Is a depreciation schedule available for any of the property listed in Part 7?**

- ☐ No
- ☐ Yes

**45. Has any of the property listed in Part 7 been appraised by a professional within the last year?**

- ☐ No
- ☐ Yes

Debtor

FRALEG KUSCIUSZKO CORP

Name

Case number (if known)

**Part 8: Machinery, equipment, and vehicles****46. Does the debtor own or lease any machinery, equipment, or vehicles?**

- ☒ No. Go to Part 9.
- ☐ Yes. Fill in the information below.

**General description**

Include year, make, model, and identification numbers (i.e., VIN, HIN, or N-number)

**Net book value of debtor's interest**  
(Where available)

**Valuation method used for current value**

**Current value of debtor's interest**

**47. Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles**

47.1 _____	\$ _____	_____	\$ _____
47.2 _____	\$ _____	_____	\$ _____
47.3 _____	\$ _____	_____	\$ _____
47.4 _____	\$ _____	_____	\$ _____

**48. Watercraft, trailers, motors, and related accessories** Examples: Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels

48.1 _____	\$ _____	_____	\$ _____
48.2 _____	\$ _____	_____	\$ _____

**49. Aircraft and accessories**

49.1 _____	\$ _____	_____	\$ _____
49.2 _____	\$ _____	_____	\$ _____

**50. Other machinery, fixtures, and equipment (excluding farm machinery and equipment)**

_____	\$ _____	_____	\$ _____
-------	----------	-------	----------

**51. Total of Part 8.**

Add lines 47 through 50. Copy the total to line 87.

\$ _____
----------

**52. Is a depreciation schedule available for any of the property listed in Part 8?**

- ☐ No
- ☐ Yes

**53. Has any of the property listed in Part 8 been appraised by a professional within the last year?**

- ☐ No
- ☐ Yes

Debtor

FRALEG KUSCIUSZKO CORP

Name

Case number (if known)

**Part 9: Real property****54. Does the debtor own or lease any real property?**

- ☐ No. Go to Part 10.
- ☒ Yes. Fill in the information below.

**55. Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest**

Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building), if available.	Nature and extent of debtor's interest in property	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
55.1 Two Family Residence	Fee	\$	Appraisal Report	\$ 2,000,000.00
55.2		\$		\$
55.3		\$		\$
55.4		\$		\$
55.5		\$		\$
55.6		\$		\$

**56. Total of Part 9.**

Add the current value on lines 55.1 through 55.6 and entries from any additional sheets. Copy the total to line 88.

\$ 2,000,000.00

**57. Is a depreciation schedule available for any of the property listed in Part 9?**

- ☒ No
- ☐ Yes

**58. Has any of the property listed in Part 9 been appraised by a professional within the last year?**

- ☐ No
- ☐ Yes

**Part 10: Intangibles and intellectual property****59. Does the debtor have any interests in intangibles or intellectual property?**

- ☒ No. Go to Part 11.
- ☐ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60. Patents, copyrights, trademarks, and trade secrets	\$		\$
61. Internet domain names and websites	\$		\$
62. Licenses, franchises, and royalties	\$		\$
63. Customer lists, mailing lists, or other compilations	\$		\$
64. Other intangibles, or intellectual property	\$		\$
65. Goodwill	\$		\$

**66. Total of Part 10.**

Add lines 60 through 65. Copy the total to line 89.

\$

Debtor

FRALEG KUSCIUSZKO CORP

Name

Case number (if known)

67. Do your lists or records include personally identifiable information of customers (as defined in 11 U.S.C. §§ 101(41A) and 107)?

- ☒ No  
☐ Yes

68. Is there an amortization or other similar schedule available for any of the property listed in Part 10?

- ☒ No  
☐ Yes

69. Has any of the property listed in Part 10 been appraised by a professional within the last year?

- ☒ No  
☐ Yes

**Part 11: All other assets**

70. Does the debtor own any other assets that have not yet been reported on this form?

Include all interests in executory contracts and unexpired leases not previously reported on this form.

- ☒ No. Go to Part 12.  
☐ Yes. Fill in the information below.

Current value of  
debtor's interest

71. Notes receivable

Description (include name of obligor)

_____	_____	_____	= →	\$ _____
	Total face amount	doubtful or uncollectible amount		

72. Tax refunds and unused net operating losses (NOLs)

Description (for example, federal, state, local)

_____	Tax year _____	\$ _____
_____	Tax year _____	\$ _____
_____	Tax year _____	\$ _____

73. Interests in insurance policies or annuities

_____	\$ _____
-------	----------

74. Causes of action against third parties (whether or not a lawsuit has been filed)

_____	\$ _____
-------	----------

Nature of claim

Amount requested \$ \_\_\_\_\_

75. Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims

_____	\$ _____
-------	----------

Nature of claim

Amount requested \$ \_\_\_\_\_

76. Trusts, equitable or future interests in property

_____	\$ _____
-------	----------

77. Other property of any kind not already listed Examples: Season tickets, country club membership

_____	\$ _____
-------	----------

_____	\$ _____
-------	----------

78. Total of Part 11.

Add lines 71 through 77. Copy the total to line 90.

\$ _____
----------

79. Has any of the property listed in Part 11 been appraised by a professional within the last year?

- ☐ No  
☐ Yes

Debtor

FRALEG KUSCIUSZKO CORP

Name

Case number (if known)

**Part 12: Summary**

In Part 12 copy all of the totals from the earlier parts of the form.

Type of property	Current value of personal property	Current value of real property
80. Cash, cash equivalents, and financial assets. <i>Copy line 5, Part 1.</i>	\$ -0.00-	
81. Deposits and prepayments. <i>Copy line 9, Part 2.</i>	\$ -0.00-	
82. Accounts receivable. <i>Copy line 12, Part 3.</i>	\$ -0.00	
83. Investments. <i>Copy line 17, Part 4.</i>	\$ -0.00-	
84. Inventory. <i>Copy line 23, Part 5.</i>	\$ -0.00-	
85. Farming and fishing-related assets. <i>Copy line 33, Part 6.</i>	\$ -0.00-	
86. Office furniture, fixtures, and equipment; and collectibles. <i>Copy line 43, Part 7.</i>	\$ -0.00-	
87. Machinery, equipment, and vehicles. <i>Copy line 51, Part 8.</i>	\$ -0.00-	
88. Real property. <i>Copy line 56, Part 9.</i> .....	→	\$ 2,000,000.00
89. Intangibles and intellectual property. <i>Copy line 66, Part 10.</i>	\$ -0.00	
90. All other assets. <i>Copy line 78, Part 11.</i>	+ \$ -0.00-	
91. Total. Add lines 80 through 90 for each column. .... 91a.	\$ -0.00	+ 91b. \$ 2,000,000.00
92. Total of all property on Schedule A/B. Lines 91a + 91b = 92. ....		\$ 2,000,000.00

Type text here

**Fill in this information to identify the case:**

Debtor name FRALEG KUSCIUSZKO CORP

United States Bankruptcy Court for the: Eastern District of New York  
(State)

Case number (if known): \_\_\_\_\_

☐ Check if this is an amended filing

**Official Form 206D****Schedule D: Creditors Who Have Claims Secured by Property**

12/15

Be as complete and accurate as possible.

**1. Do any creditors have claims secured by debtor's property?**

- ☐ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

**Part 1: List Creditors Who Have Secured Claims****2. List in alphabetical order all creditors who have secured claims.** If a creditor has more than one secured claim, list the creditor separately for each claim.

**Column A**  
**Amount of claim**  
Do not deduct the value of collateral.

**Column B**  
**Value of collateral that supports this claim**

<p><b>2.1</b> Creditor's name <u>GITSIT SOLUTIONS, LLC</u></p> <p>Creditor's mailing address <u>333 South Anita Drive Suite 400</u> <u>Orange, CA. 02868</u></p> <p>Creditor's email address, if known _____</p> <p>Date debt was incurred <u>12/2023</u></p> <p>Last 4 digits of account number _____</p> <p>Do multiple creditors have an interest in the same property? <input type="checkbox"/> No <input type="checkbox"/> Yes. Specify each creditor, including this creditor, and its relative priority. _____ _____</p>	<p>Describe debtor's property that is subject to a lien <u>181 kosciuszko Street</u> <u>Brooklyn New York. 11216</u></p> <p>Describe the lien _____</p> <p>Is the creditor an insider or related party? <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Is anyone else liable on this claim? <input type="checkbox"/> No <input type="checkbox"/> Yes. Fill out <i>Schedule H: Codebtors</i> (Official Form 206H).</p> <p>As of the petition filing date, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p>	<p>\$ <u>1450000</u></p>	<p>\$ <u>2,000,000.00</u></p>
<p><b>2.2</b> Creditor's name <u>RAINER FAMILY GROUP, LLC</u></p> <p>Creditor's mailing address <u>82 Bowery</u> <u>New York NY 10013</u></p> <p>Creditor's email address, if known _____</p> <p>Date debt was incurred _____</p> <p>Last 4 digits of account number _____</p> <p>Do multiple creditors have an interest in the same property? <input type="checkbox"/> No <input type="checkbox"/> Yes. Have you already specified the relative priority? <input type="checkbox"/> No. Specify each creditor, including this creditor, and its relative priority. _____ _____</p> <p><input type="checkbox"/> Yes. The relative priority of creditors is specified on lines _____</p>	<p>Describe debtor's property that is subject to a lien <u>181 kosciuszko Street</u> <u>Brooklyn New York 11216</u></p> <p>Describe the lien _____</p> <p>Is the creditor an insider or related party? <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Is anyone else liable on this claim? <input type="checkbox"/> No <input type="checkbox"/> Yes. Fill out <i>Schedule H: Codebtors</i> (Official Form 206H).</p> <p>As of the petition filing date, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p>	<p>\$ <u>390,000.00</u></p>	<p>\$ <u>2,000,000.00</u></p>

**3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.**

\$ \_\_\_\_\_



Debtor

FRALEG KUSCIUSZKO CORP  
Name

Case number (if known)

**Part 1: Additional Page****Column A**  
**Amount of claim**Do not deduct the value  
of collateral.**Column B**  
**Value of collateral**  
**that supports this**  
**claim**

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.

**2.** Creditor's name

Describe debtor's property that is subject to a lien

\_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 Creditor's mailing address  
 \_\_\_\_\_  
 \_\_\_\_\_

Describe the lien

Creditor's email address, if known

Is the creditor an insider or related party?

- ☐ No  
☐ Yes

Date debt was incurred \_\_\_\_\_

Is anyone else liable on this claim?

Last 4 digits of account  
number \_\_\_\_\_

- ☐ No  
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H).

Do multiple creditors have an interest in the  
same property?

- ☐ No  
☐ Yes. Have you already specified the relative  
priority?  
☐ No. Specify each creditor, including this  
creditor, and its relative priority.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

- ☐ Yes. The relative priority of creditors is  
specified on lines \_\_\_\_\_

**2.** Creditor's name

Describe debtor's property that is subject to a lien

\_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 Creditor's mailing address  
 \_\_\_\_\_  
 \_\_\_\_\_

Describe the lien

Creditor's email address, if known

Is the creditor an insider or related party?

- ☐ No  
☐ Yes

Date debt was incurred \_\_\_\_\_

Is anyone else liable on this claim?

Last 4 digits of account  
number \_\_\_\_\_

- ☐ No  
☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H).

Do multiple creditors have an interest in the  
same property?

- ☐ No  
☐ Yes. Have you already specified the relative  
priority?  
☐ No. Specify each creditor, including this  
creditor, and its relative priority.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

- ☐ Yes. The relative priority of creditors is  
specified on lines \_\_\_\_\_



# STATE OF NEW YORK DEPARTMENT OF STATE

I hereby certify that the annexed copy for FRALEG KUSCIUSZKO CORP., File Number 211015001204 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the  
Department of State, at the City of Albany,  
on October 15, 2021.

*Brendan C. Hughes*

Brendan C. Hughes  
Executive Deputy Secretary of State

CERTIFICATE OF INCORPORATION  
OF  
FRALEG KUSCIUSZKO CORP.  
Under Section 402 of the Business Corporation Law

- FIRST: The Name of the corporation is: **FRALEG KUSCIUSZKO CORP.**
- SECOND: This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.
- THIRD: The county, within this state, in which the office of the corporation is to be located is **KINGS**
- FOURTH: The total number and value of shares of common stock which the corporation shall have authority to issue is **200 SHARES WITH NO PAR VALUE**
- FIFTH: The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the corporation served upon him or her is:  
**VCORP SERVICES, LLC  
25 ROBERT PITT DRIVE  
SUITE 204  
MONSEY, NY 10952**
- SIXTH: Existence of the corporation shall begin **upon filing of this Certificate of Incorporation with the Department of State.**

I certify that I have read the above statements, I am authorized to sign this Certificate of Incorporation, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

ANDY ALEGE (Signature)

-----  
ANDY ALEGE, INCORPORATOR  
45 MAIN STREET SUITE 518  
BROOKLYN, NY 11201ANDY

Filed by:

ANDY ALEGE

45 MAIN STREET SUITE 518  
BROOKLYN NY, NY 11201

**NEW YORK STATE DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE  
FILING RECEIPT**

**ENTITY NAME :** FRALEG KUSCIUSZKO CORP.  
**DOCUMENT TYPE :** CERTIFICATE OF INCORPORATION  
**ENTITY TYPE :** DOMESTIC BUSINESS CORPORATION

**DOS ID :** 6304156  
**FILE DATE :** 10/15/2021  
**FILE NUMBER :** 211015001204  
**TRANSACTION NUMBER :** 202110150001453-281785  
**EXISTENCE DATE :** 10/15/2021  
**DURATION/DISSOLUTION :** PERPETUAL  
**COUNTY :** KINGS



**SERVICE OF PROCESS ADDRESS :** VCORP SERVICES, LLC  
 25 ROBERT PITT DRIVE, SUITE 204  
 MONSEY, NY, 10952, USA  
**FILER :** ANDY ALEGE  
 45 MAIN STREET SUITE 518,  
 BROOKLYN NY, NY, 11201, USA

*You may verify this document online at :* <http://ecorp.dos.ny.gov>  
**AUTHENTICATION NUMBER :** 100000495759

<b>TOTAL FEES:</b>	<b>\$135.00</b>	<b>TOTAL PAYMENTS RECEIVED:</b>	<b>\$135.00</b>
<hr/>			
<b>FILING FEE:</b>	<b>\$125.00</b>	<b>CASH:</b>	<b>\$0.00</b>
<b>CERTIFICATE OF STATUS:</b>	<b>\$0.00</b>	<b>CHECK/MONEY ORDER:</b>	<b>\$0.00</b>
<b>CERTIFIED COPY:</b>	<b>\$10.00</b>	<b>CREDIT CARD:</b>	<b>\$135.00</b>
<b>COPY REQUEST:</b>	<b>\$0.00</b>	<b>DRAWDOWN ACCOUNT:</b>	<b>\$0.00</b>
<b>EXPEDITED HANDLING:</b>	<b>\$0.00</b>	<b>REFUND DUE:</b>	<b>\$0.00</b>

## **Shareholder Agreement**

This AGREEMENT is made and entered into as of Feb 08,2023, by and among: Andy Alege with address located at 45 Main Street Suite 518 Brooklyn NY 11201.(referred to collectively as "Shareholders" and individually as "Shareholder"), and Fraleg Herkimer Inc, a New York Entity with official business address located at 45 Main Street Suite 518 Brooklyn NY 11201.

### **RECITALS**

The Shareholders are all the shareholders of FRALEG KOSCIUSZKO CORP . ("the INCORPORATION"), a New York Inc CORPORATION.

The Shareholders believe it is in their best interest to unanimously agree to terms below related to the operation, management and control of the INCORPORATION in order to achieve harmonious balance and direction.

### **AGREEMENT**

In consideration of the agreements herein contained, the Shareholders agree as follows.

#### **1. Shares Subject to This Agreement.**

Each of the Shareholders owns the number of shares of common stock listed below:

ANDY ALEGE - 100%

The shares listed above constitute all of the issued and outstanding capital stock of the INCORPORATION. The INCORPORATION acknowledges receipt from each Shareholder of the full consideration for the respective shares purchased by said Shareholder, and each Shareholder acknowledges receipt of certificates representing his or her shares. All of the shares listed above and any additional shares of the capital stock of the INCORPORATION that may be acquired by the Shareholders in the future shall be subject to this Agreement.

## 2. Management and Control.

a. *Board of Directors.* Subject to Section 1, during the term of this Agreement the Board of Directors of the INCORPORATION shall consist of all of the Shareholders, and annual or other elections of directors are waived. The INCORPORATION shall be managed and controlled in accordance with this Agreement. Neither the Board nor the Shareholders shall be required to hold annual, regular, or special meetings, and any action or decision made by the Board or the Shareholders may be evidenced by any writing executed by the requisite number of Shareholders as specified in this Agreement, or otherwise as the Shareholders may agree in writing. Each Shareholder, as a member of the Board, however, agrees as such to consent to or vote in favor of any resolutions as may be required by persons with whom the INCORPORATION may have business dealings, such as, but not limited to, financial institutions and governmental agencies, to evidence corporate approvals or authorizations. Any Shareholder may authorize any other Shareholder to represent or act as proxy for the former at any meeting according to the written instructions, general or specific, of the authorizing Shareholder.

b. *Managing Shareholder.* Except as set forth in this Section, Andy Alege , or his/her duly appointed successor, (the "Managing Shareholder") shall manage, control, and operate the business and affairs of the INCORPORATION as President and General Manager without any further action or approval by the Shareholders or the Board. The Managing Shareholder may be changed from time to time with the Consent of the Shareholders subject to the terms of any employment agreement between the INCORPORATION and the Managing Shareholder. The Managing Shareholder shall not have the power or authority, without the Consent of the Shareholders to:

---

c. *Books, Records, and Reports.* The Managing Shareholder shall cause the Board to maintain the books, records, and other documents required by the Law. Notwithstanding any waiver thereof contained in the Bylaws of the Board, the Managing Shareholder shall cause the Board to furnish to the Shareholders an annual audited report.

d. *Conduct of Business.* The Managing Shareholder agrees to use the Shareholder's best efforts to cause the business of the INCORPORATION to be conducted in accordance with sound business practices, in a lawful manner, and to endeavor to preserve for the INCORPORATION the goodwill of its suppliers, customers, employees, and others having business relations with it.

e. *Shareholder Meetings.* There shall be no regular meetings of Shareholders of the INCORPORATION.



f. *Employment of Shareholders.* The Shareholders shall hold the following offices of the INCORPORATION, so long as they hold shares of stock of the INCORPORATION, are active in the business of the INCORPORATION and are able to perform their duties and responsibilities:

**President:** Andy Alege

g. *Termination of an Officer.* Any Shareholder may be terminated, by action of the Shareholders, as an officer, director, or employee of the INCORPORATION as provided in this Section. Termination shall become effective on the adoption by all of the other Shareholders, holding at least 100% of the aggregate shares of the INCORPORATION, at a meeting duly held after 30 days' written notice has been given to the Shareholders, of a written resolution finding that the Shareholder has:

- Failed to fulfill their responsibilities or duties as an Officer
- Engaged in misconduct or a willful breach of this Agreement
- Ceases to hold shares in INCORPORATION
- Convicted by any court of any offense punishable as a felony
- Makes an assignment or agreement for the benefit of INCORPORATIONs creditors

In the event of any such termination, the terminated Shareholder agrees to sell to the INCORPORATION, and the INCORPORATION agrees to purchase, in proportion to the shares of the INCORPORATION then owned by them, the shares of the INCORPORATION then owned by the terminated Shareholder at a purchase price of \$0.10 per share or \$5,000, whichever is less. The purchased share shall then be distributed amongst the remaining Shareholders on a pro rata basis according to the percentage of the aggregate shares already owned by each remaining Shareholder. The terminated Shareholder shall be entitled to receive salary from the INCORPORATION only for the period ending on the date of termination.

h. *Voting of Shares.* Each Shareholder shall vote or cause to be voted the shares of capital stock of the INCORPORATION held for record or owned beneficially by the Shareholder in such a manner as will carry out the intents and purposes of, and effectuate and implement all of the covenants and agreements in this Agreement.

### 3. Distributions.

a. *Determination of Net Income or Loss.* For the purposes of this Agreement, the net income or loss of the INCORPORATION for any accounting period shall be its gross income less the INCORPORATION's expenses during that period, determined on an accrual basis in accordance with generally accepted accounting principles. Gross income shall include, but shall not be limited to, amounts received upon or in respect of investments of the INCORPORATION, gains realized upon the sale or disposition of any property, and any other income received by the INCORPORATION. Expenses shall include, but shall not be limited to, the expenses of conducting the business, salaries, interest on any loans or borrowings by the INCORPORATION including any loans or advances to the INCORPORATION by any Shareholder, taxes and assessments assessed to the INCORPORATION or levied upon its properties and payable by it, depreciation of and losses on the INCORPORATION's property (using any method of depreciation the Managing Shareholder deems appropriate), bad debts and contingencies for which reserves should properly be established, and any and all other expenses incidental to the conduct of the business of the INCORPORATION.

b. *Regular Distributions of Net Income.* Unless the Managing Shareholder shall determine in good faith that the INCORPORATION reasonably needs to retain the same to meet its obligations or to maintain a sound financial condition in light of the INCORPORATION's reasonable financial needs, the net income of the INCORPORATION in excess of \$200,000.00 shall be distributed by the INCORPORATION annual proportionate to the percentage of shares owned by each Shareholder.

### 4. Dissolution.

a. *Restrictions on Voluntary Dissolution.* The Consent of the Shareholders shall be required to approve the voluntary dissolution of the INCORPORATION and each Shareholder waives any right to the taking of that action by the approval, consent, or vote of a lesser percentage.

b. *Procedures During Winding Up.* On commencement of dissolution proceedings either by election of all Shareholders or otherwise, the INCORPORATION will cease to carry on business except as necessary to wind up its business and distribute its assets. The Managing Shareholder will perform the following acts, as necessary, to wind up the affairs of the INCORPORATION:

Employ agents and attorneys to liquidate and wind up the affairs of the INCORPORATION;

Continue the business as necessary for the winding up of the affairs of the INCORPORATION;

Carry out contracts and collect, pay, compromise, and settle debts and claims for or against the INCORPORATION;

Defend suits brought against the INCORPORATION;

Sue, in the name of the INCORPORATION, for all sums due to the INCORPORATION or recover any of its property;

Collect any amounts owing on subscriptions to shares or recover unlawful distributions;

Sell at public or private sale, exchange, convey, or otherwise dispose of all or any part of the assets of the INCORPORATION for cash in an amount considered reasonable by the President, or his or her appointee(s); Make contracts and take any steps in the name of the INCORPORATION that are necessary or convenient in order to wind up the affairs of the INCORPORATION.

*c. Distribution of Assets on Dissolution.* The Managing Shareholder will apply the assets of the INCORPORATION in the following order:

To all debts and liabilities of the INCORPORATION in accordance with the law, including the expenses of dissolution and liquidation, but excluding any debts to a Shareholder;

To all senior debts to a Shareholder in accordance with the terms of any subordination agreement;

To the accrued and unpaid interest on unsubordinated debts to a Shareholder;

To the principal of unsubordinated debts to a Shareholder;

To undistributed net profits of the INCORPORATION, subject to the provisions of this Agreement;

To repayment of the purchase price of the shares of the INCORPORATION actually paid by each Shareholder; and, finally,

To the Shareholders in proportion to the number of shares of the INCORPORATION held by each.

d. *Certain Voting Requirements.* The consent of all Shareholders shall be required to approve any of the following actions by the Board, and each Shareholder hereby waives any right to the taking of any of such actions by approval, consent, or vote of a lesser percentage:

Amendment, repeal or alteration in any way of any provision of the Articles of Incorporation or Bylaws of the INCORPORATION;

## **5. Restrictions On Transfer.**

a. *Restrictions on Transfer.* To accomplish the purposes of this Agreement, any transfer, sale, assignment, hypothecation, encumbrance, or alienation of any of the shares of the INCORPORATION, other than according to the terms of this Agreement is void and transfers no right, title, or interest in or to those shares to the purported transferee, buyer, assignee, pledgee, or encumbrance holder. Each Shareholder shall have the right to vote shares held of record and to receive dividends paid on them until the shares are sold or transferred in accordance with this Agreement.

b. *Permitted Transfers.* A Shareholder may transfer all or any part of his or her shares to: a spouse, ancestors or lineal descendants or the spouses of any of such persons, or to any trust solely for the benefit of the Shareholder or any of the foregoing persons, provided that each such permitted transferee shall first agree in writing to be bound by the terms and provisions of this Agreement. A Shareholder may also transfer all or any part of his or her shares if that transfer is approved in writing by a majority of the aggregate of the remaining, untransferred shares.

## **6. Noncompetition, Trade Secrets.**

a. *Noncompetition.* Each Shareholder agrees that as long as he or she is the owner, or in control of, any of the INCORPORATION's shares, the Shareholder will not be employed, concerned, or financially interested, either directly or indirectly, in the same or a similar business as that conducted by the INCORPORATION, or compete with the INCORPORATION. Unless otherwise agreed to in writing by a majority of the remaining Shareholders, a departing Shareholder will not be employed, concerned, or financially interested, either directly or indirectly, in the same or a similar business as that conducted by the INCORPORATION, or compete with the INCORPORATION for a one-year period following the date the departing Shareholder conveys his or her shares if any customers of the same, similar, or competing business may be located within a 100 mile radius of the principal place of business of the INCORPORATION.

b. *Trade Secrets.* Each Shareholder acknowledges that the customer lists, potential customer lists, trade secrets, processes, methods, and technical information of the INCORPORATION and any

other matters designated by the written consent of all Shareholders are valuable assets. Unless he or she obtains the written consent of each of the other Shareholders, each Shareholder agrees never to disclose to any individual and organization, except in authorized connection with the business of the INCORPORATION, any customer list, or any name on that list, or any trade secret, process, or other matter referred to in this paragraph while the Shareholder holds, or has the control of, any shares of the INCORPORATION, or at any later time.

## **7. Termination and Amendment.**

a. This Agreement shall remain in effect until all the Shareholders agree to termination in writing. Notwithstanding an original issuance of shares by the INCORPORATION to a new shareholder who does not become a party to this Agreement, this Agreement shall continue to the extent it is legally enforceable.

b. This Agreement may be amended only by a written agreement executed and delivered by each Shareholder.

## **8. Miscellaneous Provisions.**

a. *Waiver of Law.* This Agreement does not alter or waive any provision of the Law except as expressly provided herein; provided, however, each Shareholder hereby expressly waives the provisions of the Law to the full extent permitted by the Law in order to uphold the provisions and validity of this Agreement and to cause this Agreement to be valid, binding, and enforceable in accordance with its terms upon each of the Shareholders and their respective transferees, successors and assigns.

b. *Notices.* Any notice under this Agreement shall be deemed sufficiently given by one party to another if in writing and if and when delivered or tendered either in person or by the deposit of it in the United States mail in a sealed envelope, registered or certified, with postage prepaid, addressed to the person to whom notice is being given at that person's address appearing on the records of the INCORPORATION or any other address as may have been given by that person to the INCORPORATION for the purposes of notice in accordance with this subsection. A notice not given as above shall, if it is in writing, be deemed given if and when actually received by the party to whom it is required or permitted to be given. It is the responsibility of each Shareholder to ensure that the INCORPORATION has the Shareholder's correct address to receive notice.

c. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action to enforce this Agreement must be brought within the state whose laws govern this Agreement.

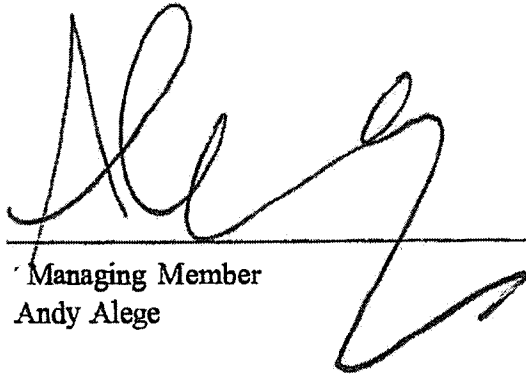
- d. *Captions*. Captions to sections, subsections, and paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- e. *Counterparts and Duplicate Originals*. This Agreement and all amendments may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument.
- f. *Successors*. Anything in this Agreement to the contrary notwithstanding, any transferee, successor, holder, or assignee, whether voluntary, by operation of law, or otherwise, of the shares of the INCORPORATION shall be subject to and bound by this Agreement as fully as though a signatory.
- g. *Severability*. Any provision prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction shall as to that jurisdiction be ineffective without affecting any other provision of this Agreement. To the full extent, however, that the provisions of that applicable law may be waived, they are waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- h. *Recovery of Expenses*. Except as provided in Section 7 with respect to alternative dispute resolution, if a dispute arises with respect to this Agreement, the prevailing party shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in ascertaining that party's rights, in preparing to enforce, or in enforcing that party's rights under this Agreement, whether or not it was necessary for that party to institute suit.
- i. *Remedies*. The parties shall have all remedies for breach of this Agreement available to them provided by law or equity. Without limiting the generality of the foregoing, the parties agree that in addition to all other rights and remedies available at law or in equity, the parties shall be entitled to obtain specific performance of the obligations of each party to this Agreement and immediate injunctive relief and that in the event any action or proceeding is brought in equity to enforce the same, no Shareholder will urge, as a defense, that there is an adequate remedy at law.
- j. *Third Parties*. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and the INCORPORATION and their respective permitted transferees, successors, and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement or to the INCORPORATION, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement or the INCORPORATION.
- k. *Time*. Time is of the essence of this Agreement.

1. *Filing of Agreement.* A copy of this Agreement, as amended from time to time, shall be filed with the Secretary of the INCORPORATION for inspection by any prospective purchaser of shares of the INCORPORATION.

**FRALEG KOSCIUSZKO CORP**

This Shareholder Agreement is executed and agreed to by:

Dated: Feb, 8th, 2023



Managing Member  
Andy Alege